

This contract is authorized
by Title 10, United States
Code, Sec. 2304 (a) (3)

CORPS OF ENGINEERS, U.S. ARMY
NORTH PACIFIC DIVISION
SEATTLE DISTRICT

Lease No. W45-108-eng-2039

SUPPLEMENTAL AGREEMENT NO. 4

THIS Supplement IS NOT SUBJECT
TO TITLE 40, U.S. CODE, SECTION 2662.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 1st day of October, 1956, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this agreement, and KING COUNTY, Washington, a municipal corporation, whose address is County-City Building, Seattle 4, Washington, hereinafter called the lessor, WITNESSETH That:

WHEREAS, On the 1st day of July, 1948, the parties hereto entered into Lease No. W45-108-eng-2039, covering the following described premises, viz:

That portion of the ground and buildings in the installation known as the Aircraft Factory School, identified as Buildings T-103, T-107, T-108, T-109, T-111, T-112, T-121, T-125, T-128, T-130, T-142, T-143, T-150, T-168 and T-178, together with the right of ingress and egress and joint use of existing side-walks, roadways, fencing, gates and installed utility systems; all located on the land situated at the northwest end of Boeing Field bounded generally by Myrtle Street, Ellis Avenue and Elizabeth Street, City of Seattle, King County, Washington, and more specifically described in aforesaid lease;

WHEREAS, On the 1st day of January, 1951, certain buildings were deleted, land area used re-defined to include an airplane parking area and rental changed accordingly by Supplemental Agreement No. 1; and

WHEREAS, On the 20th day of February, 1951, provision was made for use of the leased premises by the United States Air Force as well as the Washington State National Guard, by Supplemental Agreement No. 2; and

WHEREAS, On the 23rd day of June, 1952, provision was made to move the location of the Aircraft Parking Area approximately 200 feet south of the site as depicted on Sketch Map labeled Exhibit "C" to the lease, to a new location shown on "Exhibit C Revised"; and

WHEREAS, It is found advantageous and in the best interest of the Government to modify the said lease for the following reasons:

To delete the Aircraft Parking Area which was added in Supplemental Agreement No. 1, the location of which was changed by Supplemental Agreement No. 3; to reduce the amount of rental payments accordingly; and to change the designation of the officer who will make payments hereunder.

PROCUREMENT STAMP

The Supplies And Services To Be Obtained By This
Instrument Are Authorized By, Are For The Purpose
Set forth In, And Are Chargeable To The Following
Accounts, The Available Balance Of Which Are
Sufficient To Cover The Cost Thereof.

2182060 8-8800 P7523-05

345-108

Now, Therefore, for and in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the said lease is hereby modified in the following particulars, but in no others:

A. Effective the date hereof Paragraph 2 is deleted in its entirety and there is substituted therefore the following:

"2. The lessor hereby leases to the Government the following described premises:

A tract in the northeast quarter (NE $\frac{1}{4}$) of Section 29, Township 29 North, Range 4 East, W.M., being in the City of Seattle, King County, Washington described as follows: Beginning in the east line of Ellis Avenue N. 11° 56' E., 21.75 feet and S. 78° 14' E., 30.09 feet from the monument marking the intersection of said Ellis Avenue and Willow Street; thence N. 11° 56' E., 825.19 feet along the east line of said Ellis Avenue, thence S. 78° 24' E., 437.47 feet; thence S. 4° 14' E., 331.58 feet; thence S. 24° 09' W., 52.92 feet; thence S. 46° 15' 49" W., 69.12 feet; thence S. 52° 16' 21" W., 60.43 feet; thence N. 78° 08' W., 109.80 feet; thence S. 11° 53' W., 128.40 feet; thence S. 52° 16' 21" W., 57.51 feet; thence S. 33° 28' 16" W., 195.06 feet; thence N. 78° 14' W., 264.12 feet to the point of beginning, containing 7.65 acres, more or less, together with Buildings numbered T-103, T-107, T-109, T-111, T-112 and T-128 located thereon; to be used for the following purposes: For the use of the United States Air Force, as well as the Air National Guard of the State of Washington, EXCEPT that such use shall be reserved to the Air National Guard after the United States Air Force has no further use for the facility."

B. Effective the date hereof, Paragraph 4 is deleted in its entirety and there is substituted therefor the following:

"4. The Government shall pay the Lessor rent at the following rate: ONE AND NO/100 DOLLARS (\$1.00) per annum, or pro rata amount for fractional period of use thereof. Payment shall be made at the end of each fiscal year by the Finance and Accounting Officer, Seattle District Engineer, Corps of Engineers, U. S. Army, 4735 East Marginal Way, Seattle 4, Washington."

C. Effective the date hereof, the lessor does for itself its successors, and assigns, remise, release, and forever discharge the Government, its officers, agents, and employees of and from all manner of actions, liability, and claims (except rental due but unpaid) against the Government, its officers, agents, and employees which it or they ever had, now have, or ever will have upon, or by reason of any matter, cause, or thing whatsoever, particularly arising out of said lease and the occupation by the Government as pertains to the land area deleted by this supplemental agreement.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

In presence of:

Phyllis A. Powers

By: Albert L. Becker
ALBERT L. BECKER
Chief, Management & Disposal Branch
Real Estate Division, Seattle District
Corps of Engineers, U. S. Army
Contracting Officer

KING COUNTY, a municipal corporation

Ralph R. Stender
(Witness)
402 - C. City Bldg.
(Address)

By: J. H. Gibbs
Chairman of the Board
By: Wm. H. Sears
Commissioner
By: Dean C. McLean
Commissioner

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Ralph R. Stender, certify that I am the (Deputy) Clerk of the Board of the municipal corporation named as Lessor in the attached supplemental agreement; the J. H. Gibbs, Wm. H. Sears, and Dean C. McLean, who signed said supplemental agreement on behalf of the Lessor, were then members of the Board of County Commissioners of said municipal corporation; that said supplemental agreement was duly signed for and in behalf of said municipal corporation by authority of its governing body, and is within the scope of its corporate powers.

APPROVED AS TO FORM AND LEGALITY

R. J. Smiles

Deputy Prosecuting Attorney

Oct. 9, 1956

Date


Ralph R. Stender (CORPORATE)
(SEAL)
(Deputy) Clerk of the Board

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of King)

On this 18th day of October, 1956, before me, a Notary Public in and for the State of Washington, being duly commissioned and sworn, personally appeared Albert L. Becker, known to me to be the Contracting Officer of the United States of America who executed the foregoing instrument on behalf of the said United States of America, and acknowledged the said instrument to be the free and voluntary act and deed of the United States of America, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public in and for the State of Washington
Residing at Seattle, Washington